

2554 4648P BSC			
RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. 2554 4648P Date 04/08/04		Seller: LETHIA DODGE OF BILL 2229 KING AVE WEST BILLINGS, MT 59102-6421 "We" and "us" mean the Seller above, its successors and assigns. Buyer: KELLY S SPAH DALE D SPAH 7427 BURLINGTON BILLINGS, MT 59106 "You" and "your" mean each Buyer above, and guarantor, jointly and individually.	
SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Vehicle is sold in its present condition, together with the usual accessories and attachments.			
Description of Motor Vehicle Purchased	Year Make Model	VIN Loc. No./Year <input type="checkbox"/> New <input checked="" type="checkbox"/> Used	Other:
Description of Trade-In	1999 CHEVROLET MALIBU		
SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property, You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.			
PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ <u>23071.00</u> , plus finance charges accruing on the unpaid balance at the rate of <u>8.99</u> % per year from today's date until maturity. Finance charges accrue on a <u>ACTUAL / 365</u> day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.			
DELINQUENCY FEES: You will be charged <input type="checkbox"/> a delinquency charge on each installment in default for a period not less than <u>10</u> days in the amount of \$ <u>10.00</u> , or <input type="checkbox"/> a finance charge after maturity on each installment at the rate of <u>5</u> % per year until paid in full.			
DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. <input type="checkbox"/> You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.			
TRUTH IN LENDING DISCLOSURES			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>8.99</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>6973.88</u>	AMOUNT FINANCED The amount you will owe on the credit provided to you or on your behalf. <u>\$ 23071.00</u>	TOTAL OF PAYMENTS The amount you will have paid to us when you have made all scheduled payments. <u>\$ 30044.88</u>
Payment Schedule: Your payment schedule will be	Number of Payments	Amount of Payments	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of <u>\$ 205.00</u>
	72	417.29	MONTHLY BEGINNING 05/23/04
Security: You are giving a security interest in the Motor Vehicle purchased. <input checked="" type="checkbox"/> Late Charge: You will be charged <input type="checkbox"/> a delinquency charge on each installment in default for a period not less than <u>10</u> days in the amount of \$ <u>10.00</u> , or <input type="checkbox"/> a finance charge after maturity on each installment at the rate of <u>5</u> % per year until paid in full.			
Prepayment: If you pay off this Contract early, you will not have to pay a penalty. Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.			
CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below is not required to obtain credit and we will not provide them unless you sign an agreement to pay the additional premium. If you want such insurance, we will obtain it for you at your option and coverage. We are quoting below ONLY the coverages you have chosen to purchase.			
Credit Life: Insured <input type="checkbox"/> Single <input type="checkbox"/> Joint Prem. \$ <u>N/A</u> Term _____ Credit Disability: Insured <input type="checkbox"/> Single <input type="checkbox"/> Joint Prem. \$ <u>N/A</u> Term _____			
Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverage(s) we offered.			
Buyer: <u>DALE SPAH</u> Buyer: <u>KELLY SPAH</u> PROPERTY INSURANCE: You must insure the Property securing this contract, you can purchase or provide the insurance through any insurance company reasonably acceptable to us. The insurance coverage deductible may not exceed \$ <u>N/A</u> . If you get insurance from or through us you will pay \$ <u>N/A</u> for _____ The required insurance is limited to substantial risk of loss, damage, destruction of the Property. Further insurance is optional and is not included unless checked and indicated. This premium is calculated as follows: <input type="checkbox"/> \$ <u>N/A</u> Deductible, Collision Coverage \$ <u>N/A</u> <input type="checkbox"/> \$ <u>N/A</u> Deductible, Comprehensive Cov. \$ <u>N/A</u> <input type="checkbox"/> Fire-Theft and Combined Additional Coverage \$ <u>N/A</u> <input type="checkbox"/> \$ <u>N/A</u>			
Liability Insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated. <input type="checkbox"/> SINGLE-INTEREST INSURANCE: You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ <u>0</u> for _____ of coverage.			
DISERVICE CONTRACT: With your purchase of the Vehicle, you agree to purchase a Service Contract to cover _____ SEE ATTACHED POLICY			
0 MONTHS 0 Miles This Service Contract will be in effect for _____			
ASSIGNMENT: This Contract and Security Agreement is assigned to <u>IES FINANCIAL</u> the Assignee, phone <u>406-252-1234</u> . This assignment is made <input type="checkbox"/> under the terms of a separate agreement, <input type="checkbox"/> under the terms of the ASSIGNMENT BY SELLER on page 2. <input type="checkbox"/> This assignment is made with recourse <u>DALE SPAH</u> Date <u>04/08/04</u>			
<small>© 1999, 2000 ERIES FINANCIAL, INC. 811 Grand Ave. P.O. Box 10000, Billings, MT 59106-1000</small>			

ADDITIONAL TERMS OF THIS CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS: You have been given the opportunity to purchase the Vehicle. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agree to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee, we will apply it first to the principal balance, and when that principal has been paid in full, refund it to you.

You understand and agree that some payments to third parties as a part of this Contract may involve amounts retained by us or paid back to us for commissions or other rewards.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

PREPAYMENT: You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payment.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Property, you represent and agree to the following:

- A. Our security interest in the Property will not give us the right to acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Vehicle.
- B. You will defend our interests in the Property against claims made by anyone else, and you will not do anything to impair our right to the Property ahead of the claim of anyone else.
- C. The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any documents necessary to keep our interest in the Property. In some cases we may require to keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- D. You will keep the Property in your possession in a good condition for the purpose for which the Property was intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this Contract.
- E. You will not attempt to sell the Property (unless it is property to be sold in the ordinary course of your business) or give the Property to anyone else without our prior, written consent, but in such event you will pay us a transfer of equity fee of \$80.00.
- F. You will pay all taxes and assessments on the Property as they become due.
- G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

DEFECTS: You will be entitled to cancel this Contract if any one of the following occurs (except as prohibited by law):

- A. You fail to perform any obligation that you have undertaken in this Contract.
- B. We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our court costs and actual and reasonable out-of-pocket expenses incurred in connection with the default. In addition, you agree to pay our attorneys' fees not to exceed \$100.00 for the amount due and payable under this Contract if we sue you for collection to an attorney not a salaried employee of ours.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

REMEDIES: If you fail to perform all of your obligations under this Contract, we have all of the remedies provided by law and this Contract.

- A. We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- B. We may require you to immediately pay us the amount of the Property if you have not done so. We are not required to do so. Any amount we pay will be added to the amount you owe us and will be due immediately. This amount will earn finance charges from the date paid at the rate in effect at the time until paid in full.
- C. We may require you to return the Property to us or to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take possession of the Property by legal process or self-help, but, doing so we may not damage the Property and apply what we receive as provided by law to our reasonable expenses and then toward your obligations.
- E. Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement, (Contract), to the Assignee, its successors and assigns including all its rights, title and interest in this Contract, and any guarantees made in connection with this Consumer Seller-Minus Assignee full power, either in its own name or in Seller's name, to take all legal action and proceedings which Seller could have taken under this Contract. **ASSIGNMENT:** If this Assignment is made under the terms of a separate agreement as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

Seller warrants:

- A. This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
- B. The statements contained in this Contract are true and correct.
- C. The amount paid by the Buyer in manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives.
- D. This sale was completed in accordance with all applicable federal and state laws and regulations.
- E. This Contract is valid and enforceable in accordance with its terms.
- F. The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
- G. This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by Seller.
- H. A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
- I. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- J. Seller has or will perfect a security interest in the Property in favor of the Assignee.
- K. Upon Assignee's demand, purchase this Contract from Assignee. The purchase price will be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorney fees.

Seller will indemnify Assignee for any loss sustained by it because of a judicial set-off or as the result of a recovery made against Seller as a result of a claim or defense Buyer has against Seller.

Seller will waive notice of the acceptance of this Assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

UNLESS OTHERWISE INDICATED ON PAGE 1, THIS ASSIGNMENT IS WITHOUT RECOURSE. WITH RECOURSE: If this Assignment is made "with recourse" as indicated on page 1, Assignee takes this Assignment with certain rights of recourse against Seller. Seller Agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.

(page 2 of 2)

2554 MTA

OFFICE USE ONLY

**Application for
A Certificate of Title for a
Motor Vehicle
Fee - \$10.00**

Title and Registration Bureau
1032 Buckskin Drive
Deer Lodge MT 59722
(406) 848-5000

Title No. KELLY S SPAH DALE D SPAH

1. I/we the applicant(s) making claim of ownership of the following described motor vehicle for the purpose of obtaining a Certificate of Ownership (Title) for said vehicle, pursuant to the provisions of the Montana Statutes, make the following statements and represent them to be true without reservation, and agree that the Certificate of Title issued shall be null and void if any false statements are made.

7427 BURLINGTON BILLINGS, MT 59106

2. Mailing Address Street City State Zip3. Residential Address Street City State Zip4. County of Residence YELLOWSTONE 5. State MT 6. Manufacturer's Suggested Retail Price \$ 10,4007. Vehicle Year 2004 8. Vehicle Make CHRYSLER 9. Vehicle Model CONCORDE 10. Style of Body 4D11. Vehicle Color GRAY 12. Vehicle Identification Number 2C3HD36M54H633246 13. Fuel Type Gasoline14. Unladen Weight 3,500 15. Top None 16. M3GV for trucks None 17. MGCW for trucks/tractors None18. CC's for motorcycles None 19. Length of travel trailer or truck camper None 20. Inter or Interstate None

21. Surrender of foreign certificates and evidences of registration. (1) No Certificates of Title shall be issued by the Department for a motor vehicle, trailer or semitrailer from another state, unless with the application there is surrendered the Certificate of Title issued by the other state, if such state requires Certificates of Title, and if such state does not require Certificates of Title, then upon surrender of the Certificate of Registration. (2) Upon the registration of every imported motor vehicle, trailer or semitrailer which has been registered in any other state or country, the registrant shall surrender to the Department all Stubs, Certificates of Registration or other evidence of the former registration in the applicant's possession or control.

Statement of Title

22. The above described vehicle was acquired SECOND on APR 08 2004 Second Hand - New, Trade-In, Rebuilt, Salvage, Reconditioned, Reassembly of Original BILLINGS, MT 59102-6421
23. From LITHIA DODGE OF BILLINGS 229 KING AVE WEST Give Name and Complete Address of Former Owner, Whether Dealer or Individual

24. The above described vehicle is free and clear of any encumbrances whatsoever, except:
Filiation: 28730.16 in favor of NFS FINANCIAL
Filing Fee \$3.00 PO BOX 19733 Give Full and Complete Name of Lender
Second Lien:
Filing Fee \$8.00 Give Full and Complete Name of Lender

I, hereby certify under penalty of law (Section 45-7-203, MCA, Unsworn False Statement to Authorities) that the statements made and information contained on this form are true and correct to the best of my/our knowledge, information and belief, and that I/We are the same person(s) named on line one and if I am signing for a commercial entity, I/We shall certify that I/We have full authority to do so.
Dated this 8TH day of APR 20 04 DALE D SPAH KELLY S SPAH Purchaser's Signature - This is my Legal Signature

If applicant is Firm or Corporation, Give Full Name LITHIA DODGE OF BILLINGS Printed Name of Purchaser KELLY S SPAH DALE D SPAH

Dealer's Statement of Sale

I hereby certify that the vehicle described in this application was sold to: KELLY S SPAH DALE D SPAH Name of Purchaser

Title shall be issued to none other than the purchaser designated.
I state that this 5 or 8 digit odometer now reads 2 6 3 8 (no dashes) miles, date read 04/08/2004

And to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked:

STOP DO NOT check one of the following unless it applies

I hereby certify that the odometer reading reflects the amount of mileage in excess of its mechanical limits

I hereby certify that the odometer reading is not the actual mileage. Warning - Odometer Discrepancy

I, hereby certify under penalty of law (Section 45-7-203, MCA, Unsworn False Statement to Authorities) that the statements made and information contained on this form are true and correct to the best of my/our knowledge, information and belief, and that if I am signing for a commercial entity, I have full authority to do so.

Dated this 8TH day of APR 20 04 3013 Dealer License Number

Dealer's Firm Name LITHIA DODGE OF BILLINGS Printed Name of Dealer's Agent

Upon request, this form can be made available in an alternate format

IV1 (01/04)

Page 2 of 3

Westlaw.

8970281881 SPAH

MOTOR VEHICLE RECORD

Information current through: 12-15-2006
 Database Updated: 12-30-2006
 Update Frequency: MONTHLY
 Current Date: 01/12/2007
 Source: MT DEPT. OF JUSTICE, MOTOR VEHICLE
 DIVISION
 Record Type: COMBINED RECORD

OWNER/REGISTRANT INFORMATION

Name: DALE D. SPAH
 Owner Type: INDIVIDUAL
 Interest: REGISTRANT
 Mailing Address: 7427 BURLINGTON AVE
 BILLINGS, MT 59106-1951
 County: YELLOWSTONE
 Registrant Since: 04/26/2004

Name: KELLY S. SPAH
 Owner Type: INDIVIDUAL
 Interest: REGISTRANT
 Mailing Address: 7427 BURLINGTON AVE
 BILLINGS, MT 59106-1951
 County: YELLOWSTONE
 Registrant Since: 04/26/2004

Name: DALE D. SPAH
 Owner Type: INDIVIDUAL
 Interest: OWNER
 Mailing Address: 7427 BURLINGTON AVE
 BILLINGS, MT 59106-1951
 County: YELLOWSTONE

Name: KELLY S. SPAH
 Owner Type: INDIVIDUAL
 Interest: OWNER
 Mailing Address: 7427 BURLINGTON AVE
 BILLINGS, MT 59106-1951
 County: YELLOWSTONE

Name: WFS FINANCIAL INC.
 Owner Type: COMPANY
 Interest: LIEN HOLDER

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